

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

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NII-JII ENTERTAINMENT, LLC and R.A.P. I, LLC,  
individually and on behalf of others similarly situated,

Plaintiffs,

Case No. 07-C-0890

v.

ARGOSY GAMING COMPANY, individually and as  
successor in interest to ARGOSY OF KENOSHA CO.,  
INC.,

Defendants.

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**FINAL JUDGMENT APPROVING SETTLEMENT AND  
DISMISSING THE CASE**

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Upon the joint petition of the parties and all of the records, files and  
proceedings herein,

**IT IS ADJUDGED AND DECREED** as follows:

1. The Court finds that the notice to the named plaintiffs and Class Plaintiffs in this action satisfies the requirements of due process and of federal and state law.

2. The Court finds that the Settlement Agreement among the parties is fair, reasonable and adequate to the named plaintiffs and Class Plaintiffs, that each named plaintiff and each member of the Class is and shall be bound by the terms of the Settlement Agreement, including the release and covenant not to sue contained in ¶ 13 thereof, and the Court concludes that this Settlement Agreement should be and is approved, subject to the determination by the Circuit Court of

Kenosha County, Wisconsin (having jurisdiction over the Receivership of NII-JII Entertainment, LLC) of attorney fees, expenses of suit, compensation to the Class Representative and matters relating to distribution to Class Members of the Class's net recovery.

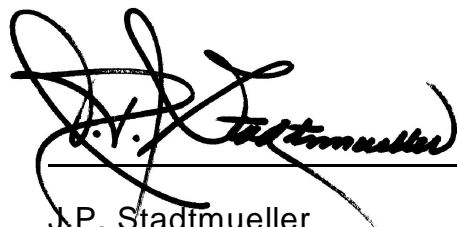
3. All claims and causes of action in the amended class action complaint, and any claims or causes of action related by fact or law thereto, are dismissed with prejudice and without costs.

4. Each and every named plaintiff, Class Member, Class counsel and the Receiver are permanently enjoined from bringing, joining and/or continuing to prosecute against any of the defendants any claim that was, could have been, or may be brought in this, or any other, action or otherwise, for which a release is being given under ¶ 13 of the Settlement Agreement.

5. The Court retains jurisdiction of this case as to all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of the Settlement Agreement and of the Qualified Settlement Fund provided for therein.

Dated at Milwaukee, Wisconsin, this 11th day of June, 2008.

BY THE COURT:



J.P. Stadtmueller  
U.S. District Judge